

TERMS AND CONDITIONS – CUSTOMER SERVICE EXCELLENCE STANDARD

1. General Terms

- The services offered are done so under non-discriminatory conditions:
 - The services are accessible to all applicants whose activities fall within the scope of our operations.
 - The service is offered across the United Kingdom and Channel Islands
 - The service is offered across all sectors.
 - There is no minimum or maximum size of applicant or required memberships or affiliations required for inclusion.
 - Applicants are encouraged to complete a 'self-assessment' to demonstrate how they comply with the Customer Service Excellence criteria and to consider their responsibility in terms of organising and diary planning forthcoming assessment visits
 - The customer shall be assessed against the agreed scope for Customer Service Excellence assessment as set out on the application form.
 - The customer has a duty to inform the Centre of any significant changes such as merger that may impact on their Customer Service Excellence status.
 - Organisations holding Customer Service Excellence will often become involved in reorganisation or mergers. In these circumstances consideration must be given to whether it is still appropriate for the organisation to hold Customer Service Excellence. Holders should inform Centre for Assessment of any significant changes, if the position with regard to use of the Customer Service Excellence is in doubt. The Centre for Assessment will look at all such cases and gather any necessary information.
 - Customers are advised to retain their assessment reports for improvement purposes and to aid the next assessor.
 - Organisations shall not be used for publicity without the agreement of the customer and Centre for Assessment

2. Eligibility

- Customer Service Excellence standard aims to provide public services with a practical toll for driving customer-focused change and it recognises that in the new delivery landscape such providers can come from public, private and third sectors.
- There are no restrictions on eligibility. Those organisations in the UK that want to achieve Customer Service Excellence through formal assessment, whether they are in the public, private or third sector, are able to do so.

3. Availability of Documents

- Documents that specify the requirements of Customer Service Excellence are made available through the Customer Service Excellence website www.customerserviceexcellence.com.uk.
- Documents that specify the process of assessment are set out in customer care letters, terms and conditions and the Customer Charter. These are available on our website www.centreforassessment.co.uk and are sent to customers at the outset of an assessment.

4. Appeals and Complaints

Appeals Procedure

- If for any reason the customer does not agree with the Lead Assessor's decision after assessment, re-assessment or review (including suspension / withdrawal of a certificate), they can appeal by contacting the Managing Director of Centre for Assessment Ltd.
- All appeals will be presented to a sub-committee of the Panel of Centre for Assessment Ltd. The Panel sub-committee will be made up of independent people who have had no direct involvement with your organisation for at least two years. Also, the sub-committee will be made up of people who have had no direct involvement in the certification decision. They will examine evidence from the customer representative and the Lead Assessor involved. If appropriate, they will approve a re-visit by another independent assessor to gather further evidence. The decision of the Panel is final and should be accepted by either party.

Customer complaints against Centre for Assessment Ltd. its employees or associates

- If the customer has a complaint of any nature, it should be addressed to the Certification Manager of Centre for Assessment Ltd. All formal complaints should be submitted in writing. If the complaint involves the Certification Manager or Managing Director, it should be addressed to the Impartiality Committee of Centre for Assessment Ltd. All complainants will have their complaint acknowledged with 5 working days following receipt of the complaint, with either a solution to the complaint or timescales for a response where a more detailed investigation is required.
- If the complaint is against the assessor or a specific member of staff, then to ensure impartiality the complaint will be investigated by someone who is independent. They will provide written feedback on the outcome.

Complaints against Customer Service Excellence Customers

- Where complaints are made against a holder these will be recorded and investigated as appropriate by the Certification Manager.
- Holders are given the right to respond to complaints and are copied in on all correspondence regarding the complaint unless the complainant wishes to remain anonymous.

Complaints received by the customer organisation

- All complaints received by the customer organisation must be (a) logged by customers (b) actions must be recorded (c) documented records of complaints must be maintained.

Changes to the Customer Service Excellence Scheme

- Any changes to the Customer Service Excellence scheme such as assessment requirements or use of the Mark will be communicated with an agreed forward date from which the changes are effective.

5. Use of the Certificate and Mark

- The use and display of the Customer Service Excellence logo must be in accordance with the Customer Service Excellence 'Brand Guard' and Logo and Style Guide.
- Centre for Assessment Ltd. will take all reasonable precautions to ensure that there is no misuse of their certificate in customer advertising etc.

- The customer should only use the certification marks as appropriate for their assessed scope of registration.
- Incorrect use of the certificate or logo shall be raised with the customer as non-conformity. Failure to address such non-compliances will result in a major non-conformity and potential removal of Customer Service Excellence status by the Panel / Committee.
- Only organisations that have achieved Customer Service Excellence status may use the Mark.
- All organisations which have their certificate suspended or withdrawn are written to requesting the cessation of using the Mark and referring to Customer Service Excellence status in their marketing materials.
- Certification / Registration Marks may be subject to change. If this occurs, a reasonable period will be allowed during which the superseded Mark can be phased out.
- Once a certificate has been issued customers have the right to publicise their certification. Appropriate logos can be used on stationery and in marketing or promotional material.

6. The Certification Process (including Granting, Maintaining, Extending and Withdrawing Certification)

Application for Assessment

- On receiving an initial enquiry, Centre for Assessment Ltd. will issue a quotation detailing assessment costs. Customers will be required to submit a signed application form when proceeding with their application for assessment. The assigned assessor will contact your organisation to agree dates and confirm arrangements for the assessment in line with Centre for Assessment Ltd. procedures.

Assessment Process

- A review of the self-assessment and documentation against the standard can either be undertaken at the customer's premises or off-site as required. It is the customer's responsibility to ensure that documents to be reviewed off-site are received by the assessor on or before the agreed document review date. The assessor will also contact you to agree an assessment plan with you.

If the organisation decides to postpone the assessment after the assessor has reviewed the self-assessment the organisation needs to consider the effect of the delay.

- Within three months the self-assessment will be considered as current evidence by the assessor. The assessor will review additional evidence presented during this period. If a significant quantity of new evidence is presented a charge will be levied based on the current daily rate + VAT to reflect the cost of this. If this is the case an estimate will be given by the assessor.
- After 3 months the self-assessment will not be considered as current and must be reviewed by the organisation for currency. New evidence presented by the client by the client will be reviewed and this will be charged for based on the current daily rate + VAT in terms of the time taken to review. An estimate will be given by the assessor.
- After 12 months the self-assessment evidence is no longer relevant for assessment purposes and a fresh self-assessment should be submitted, this will then be charged for accordingly as a new desk top review.
- New evidence (strategy / policy / practices) presented by the organisation must have been deployed (at least partially) for the assessor to modify a rating.
- An 'initial summary' report is completed in relation to the document review stage of assessment and the customer is provided with feedback and required to address any findings raised prior to on-site assessment. An on-site assessment date is confirmed taking account of any action arising. On-site assessment is in accordance with Centre for Assessment Ltd. procedures and will include the observation of the service delivery. This may incur extra onsite time; any adjustments to the duration of the assessment will be confirmed before the onset of the onsite assessment. After certification, Centre for Assessment Ltd. should be informed of any relevant significant changes to the customer's organisation that may affect certification. In the event of this, Centre for Assessment Ltd. reserves the right to request that the customer apply for re-assessment.

Certification

- On completion of the assessment the Lead Assessor reports to the Certification Manager of Centre for Assessment Ltd. On receiving a report stating that the organisation meets the standard in question, the Certification Manager (after approval from the Panel) issues an approved certificate. Certificates remain the property of Centre for Assessment Ltd. and are valid for three years provided the customer maintains the standard.
- Certification is granted by the Certification Manager on the basis of the assessor's report, verification that due process has been followed, in the context of any complaints that may have been received and on the basis of any information in the public domain that may affect certification, and verification by the Panel.

The Review Process

- It is a requirement by UKAS that all successful organisations have a review against the standard within 12 months after the initial assessment.
- After the initial review the next review will be an annual on-site assessment, agreed in advance with your assessor. There are two annual surveillance assessments as part of the certification cycle, and these must take place in order for your certification to remain valid. The first surveillance assessment must take place within twelve months of the last date on-site of the initial assessment
- On-site review visits may be agreed at any time to support the customer.
- Where the customer has had significant change e.g. merger, change of ownership, a site visit can be requested. Where significant change has occurred, such as merger, this will trigger a decision by the Certification Manager as to whether a site visit is required. All organisations have the right to request an on-site visit

Re-assessment

- A full re-assessment takes place every three years. The process is similar to initial assessment. This re-assessment must take place at least two months before the certificate expiry date to allow sufficient time for the organisations to address any issues that arise during the assessment and also to allow Centre for Assessment Ltd sufficient time to send the documentation and case to Panel for verification.

7. Change or extension to the scope of certification

Merger of a Customer Service Excellence certificated organisation with another leading to a site visit

- Where a merger takes place, the customer should write to Centre for Assessment Ltd. explaining the nature of merger and the size of the organisation they are merging with. In practice there will usually be two scenarios:
 - the holder is by far the largest or major partner in the merging organisations; or
 - the holder is a lesser partner in the merger or reorganisation.
- Where the holder is the major partner, the Customer Service Excellence can be retained as long as there is a clear action plan, to a defined and short deadline, to integrate the smaller unit into the culture and practice of the holder organisation.

- Where the holder is not the major partner, the Customer Service Excellence may be retained **by the holder unit only**, if it can be demonstrated that it remains a distinguishable management unit within the new organisation. It must also demonstrate that users are clearly able to distinguish to which part of the services of the newly merged organisation the Customer Service Excellence applies.

Change in service offered

- If the service the organisation provides to customers changes in such a way that it no longer reflects the definition stated on the original Customer Service Excellence application, there are two possible scenarios:
 - a site visit will normally be required to extend the certification to cover the new activities / sites;
 - a reduction to certification where activities cease may be voluntary.
- The customer should write to Centre for Assessment Ltd. to apply for an extension or amendment to their approved certification. Adequate time should be allowed prior to re-assessment or surveillance to enable
- the assessment centre to properly plan and resource the assessment. Assessment will be carried in those areas not previously assessed. A small charge may be made for the amendment and re-issue of certificate(s).

Changes in Personnel or Internal Reorganisation

- Any major changes in key personnel or internal reorganisation of senior management teams, that may have an effect of the delivery of service, must be communicated to Centre for Assessment Ltd in writing.
- **NB. Where changes will affect certification, all evidence will be submitted to the Customer Service Excellence Impartiality Committee for review.**

Certification Requirements and Changes

- The client shall comply at least with the following:
 - The certification requirements, including implementing any appropriate changes when communicated by the certification body
 - Any ongoing product requirements applicable for continuous service/production
 - Making all necessary arrangements for the conduct of certification activities
 - Full investigation of complaints
 - The participation of any additional observers or technical experts or other additional personnel on site

8. Suspension / Withdrawal of Certification

- The certificate may be withdrawn or suspended for the following reasons.
- Suspended due to:
 - breach of any of these terms and conditions of registration;
 - failure to apply necessary corrective actions as a result of non-compliances found at assessment or review visits;
 - continued logo misuse.
- When there is the possibility that the Customer Service Excellence may be withdrawn, the holder in question will be fully notified of this and given the reasons in writing by the Impartiality Committee. The holder will be given a reasonable opportunity to demonstrate whether they are continuing to meet the Standard and rectify any non-compliances.
- Withdrawn due to:
 - failure to respond to reasonable requests from Centre for Assessment Ltd. following suspension of certification;
 - failure of the customer to settle any outstanding Centre for Assessment Ltd. invoice;
 - failure to provide copies of documentation required by the Assessor(s) to undertake re-assessment or surveillance assessment via Centre for Assessment Ltd.
- Customer Service Excellence status can only be removed by the Certification Manager.
- Customer Service Excellence may not be withdrawn from a holder for reasons of political expediency or public relations unless there is also evidence to show that the cause is a failure to meet the Customer Service Excellence Standard.

9. Assessor's need for information

- If the assessor does not feel they have sufficient information to proceed with the assessment, they have the right to ask for more information documentation, as part of the information requirements.

10. The Achievement Level

- The Cabinet Office has set the Customer Service Excellence achievement level at 80% for each of the Criteria 1-5. From time to time this will be subject to Cabinet Office amendment.
- Applicants that do not meet the required level shall not be certificated as Customer Service Excellence organisations.
- Cabinet Office scheme documentation sets out the scoring mechanism and the definition of non-compliances.
- Where an applicant has no major non-compliances in Criteria 1 to 5 and is between 70% and 80% overall, documentary evidence may be sent to the assessor to close the non-compliances without the need for a further site visit within 3 months. If the customer has more non-compliances, a re-visit will be conducted within 3 months.

11. Contacting the customer's Parent Organisation

- Where the organisation is owned by a parent organisation or body, Centre for Assessment Ltd. shall contact the parent organisation at the start of the assessment process to:
 - inform them that an application has been made;
 - to ask if there are any facts or factors relevant to the application that they wish to raise;
 - consider these facts or factors in the context of the Customer Service Excellence criteria;
 - make it clear to the parent organisation via the assessor that comments are **not** given in confidence, and may be shared with the applicant.
- Parent organisations cannot give approval for the application or veto decisions. It is an opportunity to provide factual information, not opinion. The applicant is responsible for defining who their parent organisation is when they submit an application.

12. Data held and Data in the Public Domain

- Centre for Assessment maintains the following information on database:
 - Organisation Name
 - Address
 - Contact Details, phone number, e-mail address, fax number
 - Contact person
 - Date of application
 - Date of certification
 - Period of certification
 - Scores
 - Status (New/renewal etc)
 - Sector/Region
 - Assessment Reports
- Records are maintained for a minimum of 6 years after each assessment. Centre for Assessment is registered under the Data Protection Act.
- Information of Customer Service Excellence holders is uploaded onto the National Holders Directory and is available to the public domain. Organisations are able to opt out of providing personal information such as individual contact names, e-mail addresses and direct telephone numbers by indicating on the application form in the field provided.

13. The Scheme Documents

- A full copy of the Scheme Documents issued by the Cabinet Office for Assessment Bodies is available on request.

14. Corporate Programmes

- Large departments or organisations may agree a reduced rate for assessment with the Centre where the assessment is part of a corporate programme. Where a corporate programme exists, an assessment plan with timescales for each submission should be agreed.

15. Confidentiality/Personnel

- Centre for Assessment Ltd will treat all aspects of the Assessment as 'commercial in confidence' and any information/evidence outside of the public domain that is gained during the Assessment will be used for the purpose of the Assessment only. The Assessor or any observer present agrees to treat as secret and confidential and not at any time, for any reason, to disclose or permit to be disclosed to any information reviewed or seen during the Assessment, other than for internal verification purposes in the process of granting, extending or withdrawing Certification.
- Centre for Assessment Ltd. will provide suitably qualified personnel for Assessment and Surveillance work. Sub-contracted assessors are selected and monitored in line with our internal competence criteria and processes. All sub-contractors are required to sign contracts, which contain confidentiality agreements, requiring them to strictly treat all information outside the public domain as 'commercial in confidence' (as above).
- Centre for Assessment Ltd and/or The United Kingdom Accreditation Service (UKAS), may be required to accompany Assessors on assessments in order to evaluate consistency and quality of practice within the assessment team. Trainee Assessors may also periodically shadow/observe the Lead Assessor for training and quality purposes, as part of their professional development. The organisation will be informed in writing prior to the assessment that the Assessor will be accompanied by any of the above. Any personnel in attendance will be subject to confidentiality agreements and their presence will have no impact whatsoever on the duration, cost or outcome of your assessment.
- The applicant has the right to request change of the assessor(s) allocated to conduct the assessment.

16. Fees

- Fees for assessment and surveillance work will be agreed in advance between Centre for Assessment Ltd. and the customer.

17. Terms of Payment

- Centre for Assessment Ltd reserves the right to claim the sum of £575 for each scheduled day on-site or off-site for an assessment or surveillance visit cancelled by the customer within 10 working days of the agreed dates.
- **Invoices will be sent via email from our finance department creditcontrol@growthco.uk**
 - Assessment / Re-assessment / Surveillance. To be paid within 30 days of site assessment.
 - Additional Visit. A fee that is proportionate to the additional work required should be agreed by both parties in advance. (An additional visit may be required when a site visit identifies either a major issue to be addressed or information which differs to that contained in the initial application such as the scope of operation, number of sites or number of employees).

18. Liability

- Assessments undertaken on behalf of Centre for Assessment Ltd. address only a sample of the customer's compliance with the standard. Reported findings do not imply that the non-compliance raised are the only ones that exist. Any action taken as a result of assessment findings and assessment work undertaken on behalf of Centre for Assessment Ltd. is the responsibility of the customer.

19. Indemnity

- The customer will indemnify Centre for Assessment Ltd. against any claims or losses suffered by Centre for Assessment Ltd. as a result of misuse by the customer of certification given to the customer by Centre for Assessment Ltd. Centre for Assessment Ltd. reserves the right to change these terms and conditions without prior notification.

20. Terms and Conditions

- The terms and conditions form a legally binding contract. Any validity and performance of the contract shall be governed in all respects by English Law; in connection with any disputes between the parties relating to or connected with the assessment contract' both parties shall agree irrevocably to submit to the non-exclusive jurisdiction of the Supreme Court of Judicature in England

21. Terms and Conditions Variation

- Centre for Assessment Ltd. reserves the right to change these Terms and Conditions. Current versions will be maintained on our website www.centreforassessment.co.uk.

22. Data Protection Statement

- All information gathered by Centre for Assessment Limited in the delivery of its services is processed in accordance with the Data Protection Act 1998. The information you provide to us, or our sub-contractors, will be used in the delivery of services to your business, in meeting legal obligations and contractual obligations to any funder(s) of the service (including but not limited to assisting our funders in monitoring the use of public funds). Any personal information we collect is stored securely until a time it is no longer required or has no use. We or other companies within the Manchester Growth Company group (a list of companies can be found at: <http://www.manchestergrowth.co.uk/company-information/>), their delivery partners, business successors, funders, and professional advisors (together Related Companies) may have access to your personal information for the purposes of statistical and/or qualitative analysis, or offering similar or complimentary products or services to your business with the aim of helping it to grow and thrive (including by email, telephone, text, fax or otherwise ('ancillary use')). In providing information when you sign up to our services and in the course of provision of the services to you and by accepting the provision of our services, you give specific and informed consent for Centre for Assessment Limited and its Related Companies to use such data as described. Data held by Centre for Assessment Limited and its Related Companies will not be transferred outside the European Economic Area. You have the right to request a copy of any personal information we hold about you; if you would like a copy of some or all of your information and/or you would like any inaccuracies in the information we hold to be rectified, please write to Centre for Assessment Limited. If you wish to withdraw your consent to ancillary use of your personal information or limit such use of the information, you can "opt out" free of charge at any time by contacting Centre for Assessment Limited or its parent Company the Manchester Growth Company in writing or by phone or email. If during signing up to our services or during the course of provision of the services you provide personal information relating to another employee of your business, you warrant that person has authorised you to provide such information and is aware of the contents of this paragraph.